1946.

**File No.** A.G.N Laq/46

Legal **DEPARTMENT**

E **BRANCH**

K

**Subject:—**

Draft Agreements

Scruling of — under the Land

Acquisition Act 1894

P1 28 (E).

**File No.** A. G. N. Laq/46

Std. Sectt. Slip 24 B e.

72- E

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## Draft Agreement.

An agreement made at this day of one thousand nine hundred and forty six between the Light and Power Suppliers Limited, a Company registered under the Indian Companies Act 1913 (VII of 1913) and having its registered office at the Common Wealth Building Laxmi Road Poona 2 (hereinafter called "the Company" which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the one part, and the Governor of Bombay of the other part.

hereinafter called "the Government" which expression shall unless the context does not so admit include his successors and assigns)

Whereas the principal objects for which the company is established are to take over the Athni Electric License 1940 and the Palghar Naveli Electric License 1939 and the undertakings thereunder and to generate and to develop and distribute Electrical energy within the areas covered by the said licenses as per the terms and conditions in the said licenses.

* Here insert clauses 2, 3, 4 and 5 of the Memorandum of Association of the Company.

And whereas the company has applied to the Government ~~of Bombay (hereinafter~~ referred

~~referred to as "the Government")~~ th-

certain lands ~~in~~ R.S.No. 1235 and 1236 ~~within~~ of Athni,

~~the area of the City Municipal limits of~~

~~the town of Athni~~ more particularly des-

cribed in the schedule hereto annexed and

(hereinafter referred to as "the said

lands") should be acquired under the provi-

sions of the Land Acquisition Act, 1894

(Act I of 1894) (hereinafter referred to as

"the said Act"), for ~~purposes of~~ the licensed

undertaking and for residential quarters and

buildings for the Company as may be deemed

necessary from time to time.]

And whereas the Government, having

caused an enquiry to be made in conformity

with the provisions of the said Act and

being satisfied as a result of such enquiry

that the acquisition of the said land is

needed for the ~~said~~ Power house ~~and quarters~~

~~etc.~~ has consented to the provisions of the

said Act being put in force in order to acquir

the said lands for the company and has pursuan

to section 41 of the said Act required the

Company to enter into an agreement hereinafter

contained with the Government.

Now

Now these presents witness and it is hereby agreed that the Government shall put into force the provisions of the said Act in order to acquire the said lands for the company on the following conditions, namely:-

(1) The Company shall pay to the Government the entire cost, as determined by the Government, of the acquisition of the said lands, including all compensation, damages, costs, charges and other expenses whatsoever, which have been or may be paid or incurred in respect of or on account of such acquisition or in connection with any litigation arising out of such acquisition either in the Original or in the Appellate courts, and including the costs on account of any establishment and salary of any officer or officers of the Government whom the Government may think it necessary to employ or depute on special duty for the purpose of such acquisition and also including the percentage charges on the total amount

of the compensation awarded as prescrib-
ed in Government Resolution, Revenue
Department, No.2461/24, dated 6th March
1925 and 24th November 1925, or any other
resolutions which may be issued by the
Government hereafter in supercession or
modification of the said resolutions. The
monies which shall be payable by the Company
under this clause shall be paid by it by the
initial deposit with the Collector of Belgaum
(hereinafter called "the Collector") of the
sum of Rupees
within seven days after execution of this
agreement and thereafter by payment to the
Collector within 14 days after demand by the
Collector in writing of such further amount
or amounts as a Collector shall from time to
time estimate to be required for the purpose
of paying or disbursing any compensation,
damages, costs, charges, or expenses herein-
after referred to.

(2) On payment of the entire cost of the
acquisition of the said lands, as hereinabove
referred to, the whole of the said lands shall,

as

as soon as conveniently may be, be transferred to the Company at the cost in every respect of the company so as to vest in the Company, subject to the provisions of Bombay Land Revenue Code, 1879 (hereinafter called the "the said Code"), and the rules made thereunder and subject also to the provisions of this agreement as to the terms on which the lands shall be held by the Company.

(3) The said lands when so transferred to and vested in the company shall be held by the Company as its property to be used only in furtherance of and for the purposes for which they are required, subject nevertheless to the payment of agricultural, non-agricultural or other assessment if and so far as the said lands are or may from time to time be liable to such assessment under the provisions of the said Code and the rules made thereunder and the Local Fund Cess as the case may be.

(4) The Company shall - - -

(i) not use the said lands f

purposes

purpose other than for which they are acquired;

(ii) at all times, keep and maintain the said lands and building or buildings or works erected thereon in good order and condition to the satisfaction of the Collector;

(iii) maintain all records of the Company properly and supply to the Government punctually such returns of statistical and other information as may from time to time be required by Government.

(5) The Company shall, from time to time and at all times, permit the Government or any officer or officers authorised by the Government in ~~this~~ that behalf to inspect the said lands and any works of the company, upon the said lands whether in the course of construction or otherwise, and shall furnis to the Government from time to time on dema correct statements of the monies expended by the Company in the construction of the said works by the Company upon the said lands.

(6) In case the said lands are not used

for the purpose for which they are acquired as hereinbefore recited or are used for any other purpose or in case the Company commits ~~any~~ a breach (of any) of the conditions hereof, the said lands - - together with the buildings and works if any, erected thereon, shall be liable to resumption by the Government subject, however, to the condition that the amount spent by the Company for the acquisition of the said lands or their value as undeveloped lands at the time of resumption whichever is less (but excluding the costs or the value of any improvements made by the company to the said lands or of any structure or works standing on the said lands), shall be paid as compensation to the Company;

Provided that the said lands, ~~and t~~ the buildings and the works, if any, erected thereon shall not be so resumed unless due notice of the breach complained of has been given to the Company and the Company has failed to make good the breach or to comply with any directions issued

issued by the Government in this behalf within the time specified in the said notice for compliance therewith.

(7) If at any time or times the whole or any part of the said lands is required by the Government for the purpose of making a new public road or for any purpose connected with public health, safety, utility, or necessity (as to which matter the Company shall accept as final the decision of the Government) the Company on being thereunto required by the Government in writing shall transfer to the Government the whole or part of the said lands as the Government shall specify to be necessary for any of the aforesaid purposes and in consideration of the said transfer, the Government shall pay to the Company a sum equal to the amount of compensation awarded under the said Act and paid by the Company in respect of the land so transferred, including the percentage awarded under section 23(2) of the said Act together with such amount as shall be estimated by the Executive Engineer, Belgaum Division, whose decision in the matter shall be final, as to the cost of the

the development of the land so transfer-
red, which shall include the value at
the date of transfer of any structures,
standing thereon and when a part of the
building is on the land so transferred
and part is on the adjoining land, reason-
able compensation for the injurious
affection of the part of the building
on the adjoining land.

(8) All the costs and expences of and
incidental to the preparation and execu
tion of these presents shall be paid by
the Company.

The Schedule above referred to

Schedule.

District Belgaum, Taluka Athni, town Athi

| Survey No. | Area of the land to be acquired. A. g. a. |
|---|---|
| 1235 (Part). | 1-22-66 |
| 1236(Part). | 3-20-10 |

In witness whereof Mr. Keshav
Venkatesh Sane Director and representa-
tive of the Managing Agents, Industrial
service limited hath set his hand and
seal of the Company and the Collector
of Belgaum hath on behalf of the
Governor

× The Commissioner, the Industrial Services Limited, The Managing Agents of The Light and Power Supplies Ltd have applied to me and communicated hereto on behalf of the Inquiry Power Supplies Ltd

Governor of Bombay set his hand and

affixed the seal of his office hereto

the day and year first above written.

S E A L of
the Co.

Signed sealed and delivered by

In the presence of

Manager and
Ex-officeo
Director.

1.....

2.....

The Common Seal of The Industrial Services Limited, The Managing Agents of the above Ltd Pur & Suppliers has had was affixed hereto pursuant to a resolution of the Board of Directors of the said Company dated the — in the presence of

½ } Directors.

Countersigned by

Sighed sealed and delivered by:-

Seal of the
Collector of Belgaum.

Collector of Belgaum.

In the presence of :-

1.....

Draft approved.

2.....

~~129~~ 197

Legal Department.

The draft agreement as amended is in order.

2. The purpose specified in the Notification is "supply of electricity at Athni ". It is for Revenue Department to restrict the scope of this purpose only to constructing a power house or to extend it to residential quarters and buildings.

3. The execution of the document by the Managing Agents Company will have to be in accordance with the Articles of Association of that company. Revenue Department is requested to check the testimonium clause with the relevant Article of the Managing Agents Company.

14/8

oc/ Solicitor to Government.

U.R. to R.D. No. 5673, dated the 15th. August 1946.

Issued 15/8.

BM.

97

Submitted after issue
File in Agn Leg
Tkd
16/8
Sdt ~~Sdt~~ 16/8

Agn-Leg/46
16/8

37 445

445

## DRAFT AGREEMENT.

An agreement made at this the day of sixteenth September one thousand nine hundred and forty-six between the Light and Power Suppliers Limited, a Company registered under the Indian Companies Act 1913 (VII of 1913) and having its registered office at Gumaste Building, Laxmi Road, Poona 2 (hereinafter called " the Company" which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the one part, and the Governor of Bombay (hereinafter called " the Government" which expression shall unless the context does not so admit include his successors and assigns) of the other part.

Whereas the principal objects for which the company is established are:-

(1) To carry on in any part of India or elsewhere the business of an electric power, light and supply in all its branches and in particular to construct, lay down, establish, fix and carry out all necessary power stations, cables wires, lines, accumulators, lamps and works and to generate, accumulate, distribute and supply electricity, and to light cities, towns, streets, docks, markets, theatres, factories buildings and places both public and private

(2) To acquire licenses or concessions granted by and enter into contracts with the Government of India or the Government of any province in India or other proper authority or authorities for the supply of

electrical energy, and to acquire licenses or concessions granted by and enter into contracts with such Government and other bodies as aforesaid or any municipal, district or local authority, company or person in India or elsewhere for the construction and maintenance of any electrical installation for the production, transmission, supply or use of electric power for lighting, heating, signalling, telephonic traction or motive purposes including the application thereof to tram-cars, omnibuses, carriages, ships, conveyances and objects, or for any other purpose and to put into operation and work the undertaking of all or any of such licenses or concessions for the supply of electrical energy or for the other purposes mentioned above or any modifications or extensions or renewals thereof or any licenses or concessions granted in substitution therefor.

3. To carry on the business of electricians and electrical and mechanical engineers, suppliers of electricity for the purposes of light, heat, motive power or otherwise, and manufacturers of, and dealers in apparatus and things required for or capable of being used in connection with the generation distribution, supply, accumulation and employment of electricity.

4. To construct, maintain, lay down, carry out, work, sell, let on hire and deal in electric, telephonic and all kinds of materials, machinery, apparatus, conveniences and things capable of being used in connection with any of these objects and in particular any cables,

wires, lines, stations, exchanges, reservoirs, accumulators, lamps, metres, and eigines.

An whereas the company has applied to the Government that certain lands bearing Survey Nos. 1235 and 1236 of Athni, more particularly described in the schedul hereto annexed and (hereinafter referred t as "the said lands") should be acquired under the provisions of the Land Acquisition Act, 1894 ( Act I of 1894) (hereinafter referred to as " the said Act"), for the construction of a power house (purposes of the licensed undertaking and for residential quarters and buildings for the Company as may be deemed necessary from time to time).

And whereas the Government, having caused an enquiry to be made in conformity with the provisions of the said Act and being satisfied as a result of such enquiry that the acquisition of the said land is needed for the construction of a Power House (( and quarters, etc.)) has consented to the provisions of the said Act being put in force in order to acquire the said lands for the company and has, pursuant to section 41 of the said Act required the Company to enter into an agreement hereinafter contained with the Government.

Now these presents witness and it is hereby agreed that the Government shall put into force the provisions of the said Act

in order to acquire the said lands for the Company on the following conditions namely:-

(1) The Company shall pay to the Government the entire cost, as determined by the Government, of the acquisition of the said lands, including all compensation, damages, costs, charges and other expenses whatsoever, which have been or may be paid or incurred in respect of or on account of such acquisition or in connection with any litigation arising out of such acquisition either in the Original or in the Appellate Courts, and including the costs on account of any establishment and salary of any Officer or Officers of the Government whom the Government may think it necessary to employ or depute on special duty for the purpose of such acquisition and also including the percentage charges on the total amount of the compensation awarded as prescribed in Government Resolutions, Revenue Department, No.2461/24, dated 6th March 1925 and 24th November1925, or any other resolution which may be issued by the Government hereafte in supercession or modific tion of the said resolutions. The monies which shall be payable by the Company under this clause shall be paid by it by the initial deposit with the Collector of Belgaum (hereinafter called " the Collector") of the sum of rupees ( 3,752-0-0) three thousand, seven hundre and fifty-two only within seven days after execution of this agreement and thereafter by payment to the Collector within 14 days after demand by the Collector in writing of such further amount or amounts as the Collector shall from time to

time estimate to be required for the purpose of paying or disbursing any compensation, damages, costs, charges, or expenses hereinafter referred to.

(2) On payment of the entire cost of the acquisitin of the said lands, as hereinabove referred to, the whole of the said lands shall, as soon as conveniently may be, be transferred to the Company at the cost in every respect of the Company so as to vest in the Company, subject to the provisions of Bombay Land Revenue Code, 1879 (hereinafter called the "the said Code"), and the rules made thereunde and subject also to the provisions of thi agreement as to the terms on which the lands shall be held by the Company.

(3) The said lands when so transferred to and vested in the Company shall be held by the Company as its property to be used only in furtherance of and for the purposes for which they are required, subject nevertheless to the payment of agricultural, non-agricultural or other assessment if and so far as the said land are or may from time to time be liable to such assessment under the provisions of t said Code and the rules made thereunder and the Local Fund Cess as the case may b

(4) The Company shall ---

(i) not use the said lands for any purpose other than that for which they are acquired;

(ii) at all times, keep and maintain the said lands and buildings or buildings or works erected thereon in good order an

condition to the satisfaction of the Collector;

(iii) maintain all records of the Company properly and supply to the Government punctually such returns of statistical and other information as may from time to time be required by Government.

(5) The Company shall, from time to time, and at all times, permit the Government or any Officer or Officers authorised by the Government in that behalf to inspect the said lands and any works of the Company, upon the said lands whether in the course of construction or otherwise, and shall furnish to the Government from time to time on demand correct statements of the monies expended by the Company in the construction of the said works by the Company upon the said lands.

(6) In case the said lands are not used for the purpose for which they are acquired as hereinbefore recited or are used for any other purpose or in case the Company commits a breach of any of the conditions hereof, the said lands together with the buildings and works if any, erected thereon, shall be liable to resumption by the Government subject, however, to the condition that the amount spent by the Company for the acquisition of the said lands or their value as undeveloped lands at the time of resumption whichever is less (but excluding the costs or value of any improvements made by the Company to the said lands or of any structures or works standing on the said lands) shall be paid as compensation to the Company;

~~325~~
179

Provided that the said lands, the buildings and the works, if any, erected thereon shall not be so resumed unless du notice of the breach complained of has been given to the Company and the Company has failed to make good the breach or to comply with any directions issued by the Government in this behalf within the time specified in the said notice for compliance therewith.

(7) If at any time or times the whol or any part of the said lands is requir ed by the Government for the purpose of making a new public road or for any purpose connected with public health, safety utility, or necessity ( as to which matte the Company shall accept as final the decision of the Govemment) the Company being thereunto required by the Governmer in writing shall transfer to the Governm the whole or part of the said lands as the Government shall specify to be neces- sary for any of the aforesaid purposes a in consideration of the said transfer, t Government shall pay to the Company a su equal to the amount of compensation awar under the said Act and paid by the Compa in respect of the land so transferred, including the percentage awarded under Section 23(2) of the said Act together with such amount as shall be estimated b the Executive Engineer, Belgaum Division whome decision in the matter shall be final, as to the cost of the development of the land so transferred, which shall

include the value at the date of transfer of any structures, standing thereon and when a part of the building is on the land so transferred and part is on the adjoining land, reasonable compensation for the injurious affection of the part of the building on the adjoining land.

(8) All the costs and expenditure of and incidental to the preparation and execution of these presents shall be paid by the Company.

The Schedule above referred to

Schedule.

District Belgaum, Taluka Athni, Town Athni.

| Survey Nos. | Area of the land to be Acquired. |
|---|---|
| | A.G.Yds. |
| 1235 (Part). | 1-22-66 |
| 1236 (Part). | 3-20-10 |

In witness whereof the Industrial Service Limited, the Managing Agents of the Light and Power Suppliers Ltd. have affixed their Common Seal hereto on behalf of the Light and Power Suppliers Ltd. and the Collector of Belgaum hath on behalf of the Governor of Bombay set his hand and affixed the seal of his office hereto the day and year first above written.

Seal of the Company.

The Common Seal of the Industrial Service Limited, the Managing Agents of the Light and Power Suppliers Ltd. has affixed hereto pursuant to a resolution of the Board of Directors of the Managing Agents Company, dated the Sixteenth September 1945 in the presence of

1. } Directors.
2. }

Countersigned by.

Signed sealed and delivered by:-

Collector of Belgaum.

Seal of the Collector of Belgaum.

In the presence of:-

1.
2.

Draft approved.

Legal Department.

It is intended that Messrs. Industrial Service. Ltd. should execute the agreement on behalf of Messrs. Light and Power Supplies Ltd. as their Managing Agents.

2. The execution should therefore be in accordance with the Articles of Association of Messrs. Industrial Service Ltd. whose Directors should attest the affixing of the seal.

3. The Company may, therefore, be requested to execute a fresh agreement accordingly.

RDN 14/10

Offg. Solicitor to Government.

U.R. to R.D., No. 7009, dated the 16th. October 1946.

LDR.

Issued SK 16/10.

2/62

File in Agn hajj/46

Tkd
17/10
Sdr RDN 17/10

Agn-Leg/46
18/10

23

~~285~~

Legal Department. ~~83~~ 183

The draft agreement as amended is in order.

2. The Company may be requested to check whether the testimonium clause of the draft agreement is in accordance with the Articles of Association of the Company.

RDN 22/10

Officiating Solicitor to Government.

U.R. to R.D. No. 7334, dated the 28th October 1946.

HSS.

Issued SK 28/10

26b submitted after issue
File in Agm Aug-Dec

TMP
29/10
Subr RBN 29/10

Agm-Aug/40
30/10

25

5-7-213

d.

To

The President,
Wilson Anti Famine Institute,
Bijapur.

Whereas by an agreement dated the 23rd day of December 1943, and expressed to be made between the Wilson Anti Famine Institute, Bijapur a Society registered under the Bombay Co-operative Societies Act, 1925 (VII of 1925) ~~Societies Registration Act, 1860 (XXI of 1860)~~ having its registered office at Bijapur (hereinafter called "the Institute" which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the one part and the Governor of Bombay (hereinafter called "the Government " which expression shall unless excluded by or repugnant to the context be deemed to include his successors and assigns) of the other part, in consideration of the Institute having undertaken to use the piece or parcel of land more particularly described in the schedule hereto annexed (hereinafter referred to as "the said land") for the purposes of the local Pottery Industry the Government agreed to acquire the said land under the provisions of the Land Acquisition Act, 1894 (hereinafter called "the said Act") and whereas in pursuance of the said agreement the Government have acquired the said land and the Institute has paid to the Government the cost of acquisition of the said land and whereas possession thereof the said land has been delivered and transferred to the Institute.

And whereas the said land has been vested in the Institute subject to the provisions of the Bombay Land Revenue Code 1879 (hereinafter called "the said code") and the rules frame thereunder from time to time.

Now therefore it is hereby declared that the said land is vested in the Institute and is held by ~~it~~ the Institute as its property to be used for the purposes of the Local Pottery Industry, subject nevertheless to the payment by ~~it~~ the Institute of agricultural, non-agricultural or other assessment as the case may be to which the said land may be liable under the provisions of the said code and the rules made thereunder and the Local Fund cess as the case may be on the following terms and conditions:-

(a) The Institute shall :-

(i) not use the said land for any purpose other than that for which it is acquired.

(ii) undertake the work of constructions of the building or buildings required for the Pottery Industry within two years from the date on which the possession of the said land is handed over to the Institute and complete the same within two years from the aforesaid date;

(iii) at all times, keep and maintain the said land and building or buildings erected thereon in good order and condition to the satisfaction of the Collector;

(iv) maintain all records of the Institute properly and supply to the Government punctually such returns of educational, statistical and other information as may from time to time be required by the Government.

(v) not use the said land or any building that may be erected upon it for any purpose which in the opinion of the Government is objectionable.

(b) The Institute shall from time to time and at all times permit the Government or any officer or officers authorised by the Government in that behalf, to inspect the said land and any works of the Institute upon the said land whether in the course of construction or otherwise and shall furnish to the Government from time to time on demand correct statements of the monies expended by the Society in the construction of the said works of the Institute upon the said land.

(c) In case the said land is not used for the purposes for which it is acquired as hereinbefore recited or used for any other purpose or in case the Institute commits a breach of any of the conditions thereof, the said land together with the buildings, if any, erected thereon shall be liable to resumption by the Government subject however to the condition that the amount spent by the Institute for the acquisition of the said land or its value as undeveloped land at the time of resumption, which ever is less (but excluding the cost of value of any improvements made by the Institute to the said land or of any structure standing on the said land) shall be paid as compensation to the Institute

Provided that the said land and the buildings, if any, erected thereon shall not be so resumed, unless due notice of the breach

complained of has been given to the Institute and the Institute has failed to make good the breach or to comply with any directions issued by the Government in this behalf, within the time specified in the said notice for compliance therewith.

(d) If at any time or times the whole or any part of the said land is required by the Government or for the purpose of making any new public roads or for any purpose connected with public health, safety, utility or necessity (as to which matter the Institute shall accept as final the decision of the Government) the Institute on being thereunto required by the Government in writing shall transfer to the Government the whole or part of the said land as the Government shall specify to be necessary for any of the aforesaid purposes, and in consideration of such transfer the Government shall pay to the Institute a sum equal to the amount of the compensation awarded under the said Act and paid by the Institute in respect of the land so transferred including the percentage awarded under section 23(2) of the said Act, together with such amount as shall be estimated by the Executive Engineer, Surat and Broach Division, Surat, whose decision in the matter shall be final, as to the cost of the development of the land so transferred, which shall include the value at the date of transfer of any structures standing thereon, and when part of a building is on the land so transferred and part is on an adjoining land, reasonable compensation for the injurious affection of the part of the building on the adjoining land.

Schedule.

District : Bijapur Taluka : Muddbihal

Village : Velgur S. No. 83/1

Approximate area of the land required : 11 Gunthas and 7½ annas.

This Panad is executed on behalf of the Governor of Bombay by the Collector of this day of 1946

Seal of the Collector

Collector.

29

Legal Department.

A revised draft Sanad is appended.

RDN 20/11

Officiating Solicitor to Government.

U.R. to R.D., No. 8272, dated the 21st November 1946.

Ko. 19.11.

3/2 Submitted affidavit
File in Agn Lag/146

30

TMP
24/11
Sd/- Regn: 22/11

Agn. Lag 146
24/11